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CLERK
U.S. DISTRICT COURT
NO. DIST. OF CA. S.J.

1 Edson Camacho
2 350 Paloma Court
3 Martinez, CA 94553
4 (510) 853-4462
5 Defendant pro se

6 Osvaldina Lima
7 350 Paloma Court
8 Martinez, CA 94553
9 (510) 853-4462
10 Defendant pro se

United States District Court
Northern District of California

11 *CH PVT*
12 NICHOLAS ROBLES,

13 *Plaintiff,*

14 vs.

15 EDSON CAMACHO, OSVALDINA LIMA, et al.

16 *Defendants.*

No. C 08 997 PVT

COUNTERCLAIM

17 EDSON CAMACHO AND, OSVALDINA LIMA,

18 *Counterclaim Plaintiffs,*

19 vs.

20 NICHOLAS ROBLES,

21 *Counterclaim Defendant.*

ANSWER TO COMPLAINT

- 22 1. Counterclaim plaintiffs are residents of the Northern District of California.
- 23 2. On information and belief, counterclaim defendant is a resident of the Northern
- 24 District of California.
- 25 3. During the past two years, counterclaim defendant worked as an independent
- 26 contractor for counterclaim plaintiffs and various other people, as a handyman performing
- 27 construction related work.
- 28 4. During the last few years, counterclaim defendant used credit cards belonging to

1 counterclaim plaintiffs to purchase building materials, ostensibly for construction projects of
2 counterclaim plaintiffs. Counterclaim plaintiffs would typically buy about 10% more than what
3 they would need for a job, but they were discovering that toward the end of the jobs, they would
4 need more building materials. In early 2007, counterclaim plaintiff Camacho went over to
5 counterclaim defendant's rental properties on Ruby Street in Richmond, California, to look for
6 him. Camacho went inside one of the units and found the same tile installed on the floor that
7 counterclaim plaintiffs were using in a construction project. One of the counterclaim defendant's
8 tenants told Camacho that counterclaim defendant's garage was filled with building materials.
9 Camacho looked inside the garage and confirmed that it was full of building materials.

10 5. When asked about the materials, counterclaim defendant told Camacho that he had
11 simply been storing the materials for counterclaim plaintiffs. Camacho accepted this at first, but
12 when he went back a week or so later to get materials, he found half of them gone.

13 6. There were other instances in which materials were missing and instances in which
14 counterclaim defendant bought materials for jobs of counterclaim plaintiffs that he was supposed
15 to be performing work on and then abandoned the jobs. Also, when Camacho reviewed the
16 credit card receipts, he learned that counterclaim defendant was buying items that were not being
17 used on the corresponding construction job. Camacho had also reimbursed counterclaim
18 defendant for purchases of materials that he later learned were purchased with store credits
19 generated by counterclaim defendant's returning building materials that he had bought using
20 counterclaim plaintiffs' credit cards.

21 7. Counterclaim plaintiffs finally stopped giving counterclaim defendant jobs after they
22 learned that he had gone into a drug rehabilitation center because of his abuse of illicit drugs,
23 including crack cocaine.

24 8. Upon information and belief, counterclaim plaintiffs allege that the value of the
25 materials, items, and money counterclaim defendant took from them is in excess of \$20,000 or
26 in such amount as may be shown at trial.

27
28 **Count 1: Conversion**

1 9. Counterclaim plaintiffs restate paragraphs 1 to 8 of this Counterclaim.

2 10. Counterclaim defendant converted property of counterclaim plaintiffs in an amount
3 to be shown at trial.

4 11. Counterclaim plaintiffs are therefore entitled to an award of compensatory damages
5 in the amount of the value of the converted property.

6 12. Counterclaim defendant acted willfully and maliciously, entitling counterclaim
7 plaintiffs to an award of punitive damages.

8 **Count 2: Breach of Contract**

9 13. Counterclaim plaintiffs restate paragraphs 1 to 12 of this Counterclaim.

10 14. In acting as described above, counterclaim defendant breached his contract with
11 counterclaim plaintiffs to only use their credit cards to buy materials for their construction
12 projects and not for any other purpose.

13 15. Counterclaim plaintiffs are therefore entitled to compensatory damages as described
14 above for breach of contract.

15 **Count 3: Negligence**

16 16. Counterclaim plaintiffs restate paragraphs 1 to 16 of this Counterclaim.

17 17. In the alternative, if counterclaim defendant was storing materials for counterclaim
18 plaintiffs instead of appropriating them for himself, he acted negligently by letting people
19 generally know he was storing the materials, failing to adequately lock away the materials,
20 storing them in a high crime area, and failing to ensure that the stored materials were covered
21 by theft insurance.

22 18. As a direct and proximate result of counterclaim defendant's negligence, the materials
23 were stolen and lost to counterclaim plaintiffs, and counterclaim plaintiffs are entitled to the
24 damages alleged above for negligence.

25 Wherefore, counterclaim plaintiffs pray that this court award them compensatory
26 damages in an amount to be proven at trial, award punitive damages pursuant to Count 1 of the
27 counterclaim, and award such other and further relief as the court may find proper.
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6-12-2008

Date



Edson Camacho

6-09-2008

Date

Oswaldina Lima

Oswaldina Lima

Defendants pro se